

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9e	PAGE OF PAGES 1 35	
2. CONTRACT NO.		3. SOLICITATION NO. DAAD13-02-R-0023		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 18 Jun 2002	6. REQUISITION/PURCHASE NO. W90B3W20020622	
7. ISSUED BY US ARMY ROBERT MORRIS ACQUISITION AMSSB-ACC/BLDG. E-4455 5183 BLACKHAWK ROAD ABERDEEN PROVING GROUND MD 21010-5424			CODE DAAD13	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	TEL: FAX:
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>16 00</u> local time <u>18 Jul 2002</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME MARJORIE J. ROBERTS		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 410-436-6797		C. E-MAIL ADDRESS Marjorie.Roberts@sbccom.apgea.army.mil	
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.							

SECTION A Solicitation/Contract Form

CLAUSES INCORPORATED BY REFERENCE:

52.215-1 Alt I Instructions to Offerors--Competitive Acquisition (May 2001) - OCT 1997
Alternate I

SECTION A EXECUTIVE SUMMARY

A.1 The Army Materiel Command (AMC) requires patent related services including search services, domestic patent prosecution, foreign patent prosecution, interference services, and licensing consultation. Invention disclosures submitted for preparation of draft patent applications will be in a wide range of technologies within AMC's areas of expertise. For further information concerning AMC see the AMC Home Page and the links thereto at <http://www.amc.army.mil>.

A.2 This Request for Proposal (RFP) and the resulting contracts are subject to the Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation Supplement (DFARS). These regulations are available electronically at <http://www.arnet.gov/far>. The RFP is structured in the federal Uniform Contract Format (UCF), which divides the document into thirteen sections. These sections, designated as Section A through Section M, contain provisions and clauses pertinent to related aspects of the RFP. Section C describes the services we intend to buy, while Section L provides instructions for submitting your proposal.

A.3 We intend to award three indefinite delivery, indefinite quantity task order contracts to the Contractors proposing the best overall Technical/Management Proposals, considering Past Performance, and Price. The evaluation criteria can be found in Section M. The minimum value of each contract award shall be \$50,000 and the maximum value shall be \$3,000,000. The contract will be for a three-year base period with 2 one-year options. Contractors will perform work based on individual task orders which will be separately priced on a "time and materials" basis based on agreed upon labor rates and approval of the estimated number of hours necessary to properly complete the task.

A.4 The successful Contractors shall provide services to the AMC Office of Command Counsel (AMCCC). In most domestic patent prosecution, contractors will prepare and submit draft documents to AMCCC and not directly to the U.S. Patent and Trademark Office. In foreign patent prosecution AMCCC will approve draft documents prior to foreign filing by the contractor or corresponding counsel with the appropriate foreign patent authorities.

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001			Lot		

BASE YEARS

T&M - The Contractor, as an independent contractor and not as an agent of the Government, shall furnish patent related services including search services, domestic patent prosecution, foreign patent prosecution, interference services, and licensing consultation, in accordance with the Statement of Work (Section C). This is a Time & Materials requirements contract against which individual Task Orders (TO) will be issued.

CLIN 0001 Base years: Date of Award through 30 September 2005.

PURCHASE REQUEST NUMBER W90B3W20020622

TOT MAX PRICE
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002			Lot		

OPTION YEAR ONE

T&M - Option Year One

CLIN 0002 IS USED FOR FUNDING OPTION YEAR ONE

Legal services period of performance shall be 01 October 2005 through 30 September 2006.

Actual quantities and dollars will be identified on each Task Order.

TOT MAX PRICE
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	OPTION YEAR TWO T&M - Option Year Two		Lot		

CLIN 0003 IS USED FOR FUNDING OPTION YEAR TWO

Legal services period of performance shall be 01 October 2006 through 30 September 2007.

Actual quantities and dollars will be identified on each Task Order.

TOT MAX PRICE
CEILING PRICE

B.1. This is an Indefinite Delivery/Indefinite Quantity contract with Time & Materials task orders and estimated quantities.

B.2. Contractor shall be paid for the actual hours used for each labor category in performance of each time and material delivery order at the fixed rate established for each category in the contract, subject to a not-to-exceed price. The estimated level of effort for each category of labor shall be set forth in each time and material task order (TO). Contractor shall notify the Contracting Officer when payments for each category of labor will exceed 75% of the TO.

B.3. The unit price quoted for each labor category shall encompass wages, overhead, General and Administrative (G&A) expenses (clerical and administrative personnel costs and shipping//mailing costs must be included in overhead or G&A expenses), and profit.

SECTION C Descriptions and Specifications

SECTION C DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1. PURPOSE.**

The Army Materiel Command (AMC) requires patent related services including search services, domestic patent prosecution, foreign patent prosecution, interference services, and licensing consultation. The Contractor shall provide services to the AMC Office of Command Counsel (AMCCC).

C.2. BACKGROUND.

Pursuant to the Federal Technology Transfer Act (FTTA), AMC has a significant program in patenting and licensing inventions with commercial potential. AMC is composed of various major subordinate commands each specializing in technologies associated with its mission. AMC laboratories and research development and engineering centers work with diverse technologies including but not limited to the following: aviation and missiles; communications and electronics; lasers and optics; electron microscopy; target detection; simulations; data fusion and knowledge management; computational science and engineering; ballistics; munitions and armaments; fuses; defense against weapons (small arms through high caliber munitions); chemical and biological detection and defense; power generation, transfer and storage; microelectromechanical systems; automotive and armored vehicles; fuels; fuel efficiencies; hydraulics, power trains and transmissions; material properties; nutrition; food preparation and storage; weather and environmental effects; and land mine detection and neutralization. It is expected that AMC will seek to file 50-100 patent applications each year and that invention disclosures will come from these and other areas. Those interested in learning more about AMC, its major subordinate commands and the technologies should explore AMC's home page <http://www.amc.army.mil> and the links thereto.

C.3. DISTRIBUTION OF CONTRACTS AND WORKLOAD.**a. Work Assignment.**

After considering all available sources in view of an individual requirement, in accordance with FAR 16.505 (b), a work assignment will be made by AMCCC through the issuance of a Task Order (TO). No work may be undertaken by the Contractor without the receipt of a completed TO that has been signed by the Contracting Officer or by an AMCCC Task Ordering Official (TOO). In the event that a contractor cannot accept work, due either to time and/or resource constraints, or a professional conflict of interest, AMCCC will assign the work to another contractor. Work will only be assigned as deemed appropriate by AMCCC. The decision to assign work to a particular Contractor will be based on the TOO's judgment of the best interest of the Government considering the Contractor's expertise, experience, strengths, and price.

b. Conflict of Interest. Since the possibility exists for a conflict of interest between existing client relationships and responsibilities arising when performing services for the U.S. Government, prospective offerors are requested to see the paragraph on Conflict of Interest at **paragraph H-1**

c. Subcontracts.

The Contractor shall not enter into a subcontract for performance of services under this Contract except with the prior written approval of the Contracting Officer. However, Patent Application Drawings may be accomplished by subcontractual efforts and the Contracting Officer has provided advance approval for this type of effort only. This prohibition does not apply to prior art searches (paragraph C.4.a.i. and C.4.a.iii) arrangements with foreign associate counsel for foreign patent prosecution; however, the Contractor shall inform AMCCC of the intent to use foreign associate counsel for foreign patent prosecution when responding to a TO containing such a task.

C.4. STATEMENT OF WORK.

The following patent related services may be directed in individual TOs:

a. Search Services.

i. with respect to invention(s) disclosed in an invention disclosure accompanying a TO, the Contractor shall search for and evaluate relevant scientific and technical publications and patents and indicate the relevant results of the search;

ii. analyze patentability of the invention(s) disclosed in an invention disclosure accompanying a TO;

iii. the search shall include an examination of the patent files (hard copies and electronically) of the United States Patent and Trademark Office (USPTO) to ascertain the existence of prior art patents and publications relevant to the invention(s) searched. If appropriate in defining a field of search, during the course of the search the Contractor shall consult with USPTO Patent Examiners, and consider foreign art and publications in the Examiners' files if available. Upon completion of the search, or at such other times as may be specified in the TO, copies of the pertinent art shall be furnished to AMCCC.

b. Domestic Patent Prosecution. The Contractor shall perform all necessary and appropriate services in connection with the prosecution of AMC patent applications filed in the USPTO including considering the possibility of potential Patent Cooperation Treaty (PCT) applications and national stage applications filed in foreign patent offices and with other foreign patent authorities. Domestic patent matters shall be handled in compliance with Title 35, United States Code (U.S.C.) and with Title 37, Code of Federal Regulations (CFR) and any other applicable laws and legal authorities. In conducting patent prosecution, the Contractor must be prepared, if needed, to provide services regarding interferences. Each action is subject to the review and approval of the AMCCC TOO:

- i. analyses and advice on patentability under U.S. law;
- ii. preparation and submission to the AMCCC Task Ordering Official of draft provisional and nonprovisional utility patent applications and design patent applications, based on invention disclosures provided by AMCCC, considering relevant prior art and following a contemplated prosecution strategy (when applicable, applications shall be prepared in accordance with the Specific Instructions in C.5. below);
- iii. development of prosecution and Claim strategies that ensure Claims directed to various aspects of the invention(s) including its likely commercial embodiments, such that the most commercially valuable patent results;
- iv. conferring with inventors and AMCCC as may be appropriate;
- v. preparation and timely submission to AMCCC of Information Disclosure Statements;
- vi. preparing drafts of documents for submission to the USPTO sufficiently prior to relevant response or filing deadlines so that AMCCC will have a reasonable time for review and to provide substantive comments and require the Contractor to make corrections or make such corrections itself in advance of such deadlines and before extension fees might need to be paid. A reasonable time is dependent upon the facts of the circumstances; however, AMCCC believes a minimum of 10 working days will be required for its review and preparation of comments (10 working day requirement applies specifically to responses due within a two or three-month shortened statutory response);
- vii. preparation and timely submission to AMCCC of draft responses to various Office Actions and Notices from the USPTO such as including Notices of Incomplete or Missing Parts, Restriction Requirements, Rejections, Objections, and Notices of Non-Responsiveness, Notices of Abandonment, and other responses;
- viii. preparation and timely submission to AMCCC of declarations, petitions, requests, affidavits and notices of appeal and appeal briefs;
- ix. arranging for and timely submitting to AMCCC informal and formal Drawings, including: (1) preparation of informal or formal Drawings for the USPTO consistent with requirements for PCT practice; or (2) obtaining the Drawings from draftspersons subcontracted by the Contractor; and (3) delivering the Drawings to AMCCC, or the USPTO as directed;
- x. conducting telephone or in person interviews with USPTO Patent Examiners as may be appropriate;
- xi. in designated instances of direct filing by the Contractor, mailing copies of all papers filed in the USPTO to AMCCC, as well as other recipients identified on the TO, within five business days of their filing;

- xii. in instances of direct communication from the USPTO, mailing copies of papers and attachments, within five business days of their receipt to AMCCC and other offices as may be designated;
- xiii. delivering papers to inventors and AMCCC in order to preserve foreign patent rights and/or avoid the loss of domestic patent rights;
- xiv. in designated instances of direct filing by the Contractor, obtaining signatures of inventors and/or designated authorities on legal papers and delivering them to the USPTO under very tight time constraints;
- xv. arranging with AMCCC for timely deposit of organisms, cell lines and other biological materials that may be necessary to satisfy the requirements of Title 35 U.S.C., other applicable U.S. laws and treaties, and foreign laws;
- xvi. preparing and timely submitting to AMCCC electronically readable nucleic acid and protein sequences according to USPTO requirements;
- xvii. obtaining copies of patents, file histories, and assignment records;
- xviii. evaluating complex patent matters on various topics including inventorship;
- xix. conducting necessary and appropriate research and preparing memoranda presenting the results of such research;
- xx. providing copies of relevant prior art and other documents evaluated in the course of reviewing the relevant scientific and technical literature or rendering patentability determinations;
- xxi. providing substantive review on behalf of AMCCC on patent matters involving cases owned or co-owned by the Government but for which the primary case work is handled by some third party such as a licensee or co-owner;
- xxii. presenting oral arguments before the USPTO Board of Patent Appeals and Interferences;
- xxiii. preparing and prosecuting reissue and reexamination patent applications;
- xxiv. providing appropriate support and assistance to other Government contractors who may be handling foreign counterpart and related patent cases;
- xxv. providing to another Government Contractor all files and records, including work papers, draft documents, notes, etc., on a case should the case be reassigned; the transmitting Contractor shall (1) ensure timely mailing, (2) note any impending due dates for action and (3) provide notice to any patent offices in which applications are pending or were issued informing them of the reassignment of the case from their organization to the new Contractor and providing its address.

xxv. miscellaneous or additional patent related matters falling within the scope of Title 37 CFR;

c. Foreign Patent Prosecution. The Contractor shall perform all necessary and appropriate services in connection with the prosecution of AMC patent applications filed in the USPTO as Patent Cooperation Treaty (PCT) applications and national stage applications filed in foreign patent offices or with other foreign patent authorities. Each action is subject to the review and approval of AMCCC TOO:

i. analyses and advice on patentability under foreign law;

ii. preparation and filing of foreign patent applications based on invention disclosures and/or U.S. Patent Applications, considering relevant prior art and following a contemplated prosecution strategy;

iii. development of prosecution and Claim strategies that ensure Claims directed to various aspects of the invention(s) including its likely commercial embodiments, such that the most commercially valuable patent results;

iv. preparation and timely submission to the appropriate authority of responses to any correspondence from foreign patent authorities requiring a response;

v. arranging for and timely submitting to the appropriate foreign patent authorities informal and formal Drawings, including: (1) preparation of informal or formal Drawings consistent with requirements for PCT practice, and foreign patent applications; or (2) obtaining the Drawings from draftspersons subcontracted by the Contractor; and (3) delivering the Drawings to the appropriate foreign corresponding attorney or foreign patent authorities;

vi. conducting telephone or in person interviews with foreign Patent Examiners as may be appropriate;

vii. conferring with inventors and AMCCC as may be appropriate;

viii. mailing copies of all papers filed with foreign patent authorities to AMCCC, as well as other recipients identified on the TO, within five business days of their filing or receipt from foreign corresponding attorneys. The copy forwarded to AMCCC shall contain a clean copy of the Claims in any filed response involving an amendment to the Claims;

ix. in instances of direct communication from foreign patent authorities and foreign associate counsel to the Contractor, mailing copies of papers and attachments, within five business days of their receipt to AMCCC and other offices as may be designated;

x. preparing drafts of documents for submission to foreign patent authorities sufficiently prior to relevant response or filing deadlines so that AMCCC will have a reasonable time for review and to provide substantive comments

and require the Contractor to make corrections in advance of such deadlines. A reasonable time is dependent upon the facts of the circumstances; however, AMCCC believes a minimum of 10 working days will be required for review and preparation of comments;

xi. preparing and filing of PCT applications and associated papers, and providing AMCCC with application and supporting documentation in the language required by the country in which the application is filed;

xii. preparing and submitting responses to PCT communications regarding Chapter I and Chapter II procedures;

xiii. coordinating the filing, prosecution, and maintenance of foreign patent properties which may be handled through associate foreign counsel;

xiv. providing appropriate support and assistance to other Government contractors who may be handling related patent cases;

xv. delivering papers to inventors and AMCCC in order to preserve foreign patent rights;

xvi. obtaining signatures of inventors and/or designated authorities on legal papers and delivering them to foreign patent authorities or associate foreign counsel under very tight time constraints;

xvii. evaluating complex patent matters on various topics.

d. Interference Services. Provide support for interference proceedings such as

i. preparation and timely submission to AMCCC of interference related papers, notices, correspondence and other required documents;

ii. presenting oral arguments before the USPTO Board of Patent Appeals and Interference; and

iii. performing other administrative functions related to interference practice.

e. Licensing Consultation.

i. evaluate and provide informal and formal opinions regarding the business aspects of license agreements and related matters, such as financial evaluations for certain technologies and negotiation positions for complex licenses or dispute resolution;

ii. identify potential licensees and evaluate their capabilities of developing commercial uses for AMC inventions;

iii. provide information relevant to the determination of royalty rates appropriate for the technology to be licensed;

iv. advise AMCCC on miscellaneous issues related to licensing and marketing.

C.5. SPECIFIC INSTRUCTIONS. In addition to the above, Contractors shall perform the following individual tasks as called out in each TO. This information is provided to generally let prospective Offerors know items of specific interest to AMC in the performance of certain tasks.

a. Patentability Report. Prior art (either identified as a result of a patentability search or identified by AMCCC) shall be reviewed and, when required, a patentability search report prepared. The report shall include, as a minimum, the following information:

- i. a brief description of the invention(s) searched;
- ii. identification of the classes and subclasses searched;
- iii. a list of USPTO Patent Examiners, if any, contacted during the search;
- iv. a brief summary of the teachings of the identified prior art;
- v. a discussion of the novelty and obviousness of the invention(s) in light of the prior art, and a recommendation on the scope of Claim coverage that may be possible in the event a patent application is prepared for filing in the USPTO. The discussion shall particularly point out those features of the invention(s) which appear to patentably distinguish over the prior art.
- vi. a copy of all prior art not provided by AMCCC and other documents evaluated in the course of reviewing the relevant scientific and technical literature or rendering patentability determinations. If the references are unavailable at the time of delivery of the report they may be delivered subsequently but no later than the performance period specified in the TO.

b. Study and Evaluation. For TOs specifying the study and evaluation of patents or other materials, the Contractor shall perform the study and evaluation and shall submit a report to the AMCCC Task Ordering Official.

c. Domestic Patent Application Specification, Drawings, and Claims.

- i. The Specification, Drawings and Claims for all patent applications shall be in accordance with Title 35 U.S.C.; Volume 37, CFR, and other applicable U.S. legal authorities. The Application shall be arranged as required by 37 CFR 1.77 and should follow the guidelines laid out in the Manual for Patent Examining Procedures 608.01(a).
- ii. The Specification shall include the following statement after the "Title of the Invention" and the "Cross Reference to Related Applications" (when appropriate) and before Reference to a "Sequence Listing," a table, or a computer program listing appendix submitted on a compact disc (when appropriate) or the "Background of the Invention" (when there is no Sequence Listing):

Government Interest.

The invention described herein may be manufactured, used, and licensed by or for the United States Government.

iii. The Specification shall be typed double-spaced on paper meeting the requirements of 37 CFR 1.52 which shall be 21.6 centimeters (cm) by 27.9 cm (8.5 by 11 inches) and utilize a left side margin of at least 2.5 cm (1 inch), and right side, top and bottom margins each of at least 2.0 cm (.75 inch). Pages shall be consecutively numbered at the bottom center of each page. Paragraph numbers shall be placed at the left margin beginning with **[0001]** (in bold print) followed by at least four spaces and shall be sequential to the end of the Specification.

iv. The AMC Docket Number in the TO shall be placed in the upper right hand corner of each page of the Specification.

v. Beginning with the number "5" on the fifth line of each Claim, each Claim shall have line numbers placed in the left margin every five lines within each Claim.

vi. Claims shall cover a range of inventions including the broadest appropriate coverage reasonably permitted in view of the available prior art to the narrowest appropriate to ensure all patentable aspects of the invention are protected. The Specification should enable and the Claims should cover various aspects of the invention; most particularly those aspects with commercial or other designated value. When appropriate due to the complexity of a lengthy chain of Dependent Claims, at least one narrow Claim should be written in Independent format.

vii. **The Contractor shall not use multiple dependent Claims.**

viii. Drawings shall be prepared on 8.5 inch by 11 inch paper in compliance with the requirements set forth in 37 CFR 1.84; however, the Drawings shall be so placed and sized on the sheet that if reproduced on A4 size paper the margins would still meet the requirements of 37 CFR 1.84. Identifying indicia will be provided for Drawings in accordance with 37 CFR 1.84(c) and shall include the title of the invention, the inventor's name and Application Serial Number or AMC Docket Number if an Application Serial number has not been assigned to the Application. This information will be provided on the front of each Drawing Sheet and centered within the top margin. Formal Drawings are to be supplied upon final acceptance of the draft application. Informal Drawings may be submitted when a statutory bar date prohibits the preparation of Formal Drawings by the date that the Application must be filed in the USPTO.

ix. In the cover letter accompanying any draft patent application(s) containing at least one Drawing the Contractor shall include a key to the numbering of the Drawings by reference number and item name.

x. In the cover letter accompanying any draft patent application(s), the Contractor shall explain its proposed Claim strategy and discuss proposed Claim scope in view of the inventor's disclosure and any prior art known to the Contractor.

d. Final Draft. The proposed final draft of the patent application shall be submitted to AMCCC at least 10 working days in advance of AMCCC's intended filing date as set forth in the TO unless permission is granted in writing by the AMCCC Task Ordering Official for later submission. The Final Draft shall be submitted in hard copies as described in C.5(c) above and shall include two copies on electronic media as either 3.5-inch diskettes or compact disks read only memory as appropriate for the size of the file. The electronic media shall contain the Specification in Microsoft Word® software format and the Drawings in "tif" or "pdf" format. Under normal circumstances, the Contractor shall not file patent applications with the USPTO. In exceptional cases, e.g. where a statutory bar or loss of foreign rights may be imminent, the Contractor should request the AMCCC Task Ordering Official for instructions whether the Contractor should file the patent application or deliver it immediately to AMCCC for review and timely filing.

e. Domestic Patent Prosecution Matters.

It is essential to AMCCC that patent prosecution matters be treated as a formal administrative proceeding complying with all formalities required under 35 U.S.C., 37 CFR, and the Manual of Patent Examining Procedures, not merely as a technical or scientific matter. Thus, responses to USPTO Office Actions must, for example, address each and every Rejection and Objection noted by the Patent Examiner and comment on the applicability or inapplicability of any cases cited by the Examiner. Responses must conform to all statutory and regulatory requirements. Additionally, issues associated with file wrapper estoppel must be identified, considered and addressed. Case citations for domestic patent prosecution must cite U.S. Court of Appeals for the Federal Circuit and the USPTO Board of Patent Appeals and Interferences and other sources as appropriate.

f. Deadlines.

i. The Contractor shall be cognizant of the requirement for timely handling and filing of submissions to the USPTO and other patent authorities and must provide work product in sufficient time for AMCCC to have adequate time to review the work product and meet such deadlines. The Contractor shall be cognizant of and endeavor to maximize patent term adjustments provided by the USPTO under the American Inventors Protection Act of 1999. The Contractor shall timely notify AMCCC of any necessary authorizations or other materials needed to perform the TO that have not been received from AMCCC.

ii. In the event of failure by the Contractor to perform within established timeframes for filing a patent application or response to a USPTO Office Action or foreign patent authorities' correspondence and it is determined by the Contracting Officer that the failure was due to a delay, a lack of action or inappropriate action by the Contractor, the Contractor and not AMCCC shall be liable for any fees and other additional costs to revive cases or to extend deadlines.

iii. In the event of a loss of intellectual property rights, if it is determined by the Contracting Officer to have been due to a lack of action or inappropriate action by the Contractor, such loss is considered to be grounds for termination of the contract by the Government.

g. Power of Attorney.

AMCCC shall normally obtain a principal power of attorney on the filing declaration to all AMCCC attorneys who are registered to practice before the USPTO. At the discretion of the AMCCC Task Ordering Official, the Contractor may be granted an associate power of attorney.

h. Mailing Address.

The mailing address for all USPTO correspondence will be Office of Command Counsel, Headquarters, U.S. Army Materiel Command, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001 unless AMCCC otherwise notifies the Contractor via a TO.

i. Acceptance of Work Product.

i. The Contractor shall identify the preparer of all substantive work and shall indicate whether that person is an associate attorney/patent agent/scientific or technical advisor, senior associate or partner. If a work product is found to be unacceptable by the AMCCC Task Ordering Official by virtue of not conforming to the standards defined in this section, Title 37 CFR and Title 35 U.S.C. it will be returned to the Contractor and corrected without any additional cost to the contract.

ii. The Contractor agrees that AMCCC may communicate directly to the preparer concerning questions about the preparation of a specific deliverable such as a draft patent application or draft response to an Office Action.

j. Information Disclosure Statement.

Relevant prior art provided by AMCCC, the inventor, a search contractor or otherwise known to the Contractor shall be identified and discussed in the background section of the patent application. When required by 37 CFR 1.56 an Information Disclosure Statement shall be prepared at the time that a draft application is prepared.

k. Confidentiality.

Pending Patent Disclosures submitted by AMCCC to the Contractor must be preserved in secrecy. No information shall be given by the Contractor respecting the filing by a particular person of an application for patent, the pendency of any particular case or the subject matter of any particular disclosure or application, nor will access be given to or copies furnished of any pending application or papers relating thereto without permission of the AMCCC Task Ordering Official.

l. Scope of Invention(s).

If, during the Contractor's preparation of a draft patent application an inventor requests the addition of additional information which materially exceeds the original scope of the work and would result in increased cost to the Government, the Contractor shall not process same without prior written approval by the AMCCC Task Ordering Official. Unless the AMCCC Task Ordering Official provides written approval for additional work, the Contractor shall limit the Specification reasonably to the original disclosure submitted on the TO. The Government is not

obligated to reimburse the Contractor for expanded work not specifically authorized in advance by the AMCCC Task Ordering Official.

C.6. ORDER PROCEDURES

a. This solicitation will result in multiple award task order contracts. Award of individual task orders will be in accordance with the ordering procedures set forth in FAR 16.505 (b).

b. AMCCC Task Ordering Official will prepare a computer generated TO that will be sent to the Contractor. Each TO will be for a specified deliverable product and have a unique number assigned to it for tracking and billing purposes.

c. The Contractor shall complete the TO estimate, have it signed by their appropriate official and return it to the AMCCC Task Ordering Official by overnight mail or facsimile. The AMCCC Task Ordering Official will evaluate the estimate for reasonableness, obtain any authorizations required, and sign the TO. The signed TO will be sent by AMCCC to the Contractor, either by facsimile or overnight mail, thus authorizing the Contractor to begin work on the requirement.

d. The Contractor shall provide a detailed invoice for work when the deliverable for each TO is completed. No invoices will be accepted for costs not associated with completed deliverable--no partial payments are permitted. When invoiced deliverables are determined to meet contractual requirements, AMCCC will indicate acceptance and authorize payment.

e. In no instance shall the Contractor begin work without receipt of a TO, signed by the AMCCC Task Ordering Official. Contractor recognizes and agrees that any action taken otherwise shall be at the Contractor's risk and the Government is not obligated to pay for any such services.

f. IT IS THE INTENT OF AMCCC THAT TASK ORDERING OFFICIALS MUST BE ACTIVELY INVOLVED WITH ONGOING TOs BY REVIEWING AND APPROVING EACH STEP OF THE PROSECUTION PROCESS.

g. The Government anticipates that during the life of this contract, the issuance of TO estimates will be done electronically with software that is readily available or provided by the Government. AMCCC will work with the Contractor during the evaluation of the software requirements and will conduct pilot evaluations to determine the best and least costly approach to satisfy this requirement. The Contractor agrees to adapt to the electronic method when the procedures are fully implemented.

h. Within the first two weeks after contract award, all Contractors that receive a contract as a result of this solicitation are required to attend a one day conference at AMCCC office in Alexandria, Virginia to meet the AMCCC staff and to review ordering and billing procedures and to receive software and review procedures for bar-coding transmittals. Attendance by the Contractor's Project Director and Business Manager (i.e. person responsible for billing matters with this contract) is required.

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
252.246-7000	Material Inspection And Receiving Report	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

AMCAC 52.0246-4001, INSPECTION AND ACCEPTANCE (AUG 1999)

Inspection and acceptance of the patent related services called for by this procurement shall be performed at the destination, Headquarters, Army Material Command.

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

PERIOD OF PERFORMANCE

Any contract awarded as a result of this solicitation shall become effective 15 September 2002 or date of award, whichever is later, and remain in effect as follows:

Base Years – Date of award through 30 September 2005.

Option Year One – 01 October 2005 through 30 September 2006.

Option Year Two – 01 October 2006 through 30 September 2007.

A specific Period of Performance will be set forth in each Task Order.

SECTION G Contract Administration Data

G.1 INSTRUCTIONS TO PAYING OFFICE AND ADMINISTRATIVE CONTRACTING OFFICE

- a. The Contracting office representatives are:

CHARLES A. COMATY
CONTRACTING OFFICER
E-MAIL: charles.comaty@sbccom.apgea.army.mil
Phone: 410-436-3750
Fax: 410-436-4549

ELAINE MILLARD
CONTRACT SPECIALIST
E-MAIL: Elaine.millard@sbccom.apgea.army.mil
Phone: 410-436-8612
Fax: 410-436-4549

MARJORIE ROBERTS
CONTRACT SPECIALIST
E-MAIL: Marjorie.Roberts@sbccom.apgea.army.mil
Phone: 410-436-6797
Fax: 410-612-5264

- b. Payment to the contractor shall be made in accordance with FAR Subpart 32.11, Electronic Funds Transfer.

- c. Paying Office information:

DFAS Rock Island Operating Location
ATTN: DFAS-RI-FPV Bldg 68
Rock Island, IL 61299-8401

Telephone Inquiries: 309-782-9103

Fax for Invoices: 309-782-9994/9997

G.2 SUBMISSION OF INVOICES

- a. The contractor shall submit each invoice to the designated finance office, DFAS Rock Island.
- b. Each invoice shall also be simultaneously furnished to the Ordering Officer/Contracting Officer's Representative (COR), Mr. William V. Adams, Army Materiel Command (AMC).
- c. The following information shall be provided on each invoice: Invoice number, Contract number, Task Order number, description of services, quantity or period of performance, invoice amount, and authorized signature.

SECTION H Special Contract Requirements

SECTION H SPECIAL PROVISIONS**H.1. Conflict of Interest.**

Since contractors who submit proposals may also be involved in representing clients in the private sector on patent matters, the Government anticipates that there may be potential for a professional, economic or other conflict of interest. Accordingly, all bidders are required to prepare and submit a policy statement or plan addressing conflicts of interest as part of their proposals. The submission of the successful bidder shall be considered to be part of the contract.

However, because the basic purpose of the contract is to handle work as deemed appropriate by AMCCC, it is imperative that the Contractor generally be able to perform the work assigned to it under the contract.

Each successful Contractor will be required to certify on each TO that no conflict of interest exists regarding the work requirement.

The Government is not obligated to issue a TO to a contractor if the Government believes that the Contractor may have a conflict of interest, and the Contractor may decline to accept any order based on a conflict of interest. Should any question be raised as to whether or not a situation is considered to be a conflict, the Contracting Officer shall make the final determination.

H.2. GOVERNMENT – CONTRACTOR RELATIONSHIPS

- a. The Government and the contractor understand and agree the support services to be delivered under this contract by the contractor are non-personal services and the parties recognized and agree that no employer-employee relationships exist or will exist under the contract between the Government and the contractor and/or between the Government and the contractor's employees. It is, therefore, in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations.
- b. Contractor personnel under this contract shall not:
 - (1) Be placed in a position where they are appointed or employed by Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, military or civilian.
 - (2) Be placed in a staff or policy-making position.
 - (3) Be placed in a position of command, supervision, direction, or evaluation over DA Military or civilian personnel, or personnel of other contractors or become a part of a Government organization.
- c. Employee Relationship:
 - (1) The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the contractor's employees will act and exercise personal judgment and discretion on behalf of the contractor.
 - (2) Rule, regulations, directions, and requirements which are issued by command authorities under their responsibility for good order, administration, and security are applicable to all personnel who enter a Government installation. This is not to be construed or interpreted to establish any degree of Government control which is inconsistent with a nonpersonal services contract.
 - (3) Contractor will not be paid for performance of personal services. Therefore, in the event contractor (or its employee) are directed by any government employee to perform tasks that the contractor believes are personal services, the contractor

should take no action until he has contacted the Contracting Officer to determine the appropriate course of action.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.204-3	Taxpayer Identification	OCT 1998
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21 Alt IV	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate IV	OCT 1997
52.216-7 Alt I	Allowable Cost and Payment (Feb 2002) - Alternate I	FEB 1997
52.216-22	Indefinite Quantity	OCT 1995
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification Of Visa Denial	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	FEB 2002
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	FEB 2002

52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-2	Service Of Protest	AUG 1996
52.233-3	Protest After Award	AUG 1996
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.244-6	Subcontracts for Commercial Items	MAY 2002
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	JAN 1986
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-6 Alt IV	Termination (Cost Reimbursement) (Sep 1996) - Alternate IV	SEP 1996
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7004	Required Central Contractor Registration	NOV 2001
252.215-7000	Pricing Adjustments	DEC 1991
252.227-7012	Patent License And Release Contract	SEP 1999
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7024	Notice and Approval of Restricted Designs	APR 1984
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7033	Rights in Shop Drawings	APR 1966
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.243-7002	Requests for Equitable Adjustment	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Contract

Award through 31 July 2007.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters	DEC 2001
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters	DEC 2001

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

- ___ Corporate entity (tax-exempt);
- ___ Government entity (Federal, State, or local);
- ___ Foreign government;
- ___ International organization per 26 CFR 1.6049-4;
- ___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541110.

(2) The small business size standard is \$6M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.215-1 Instructions to Offerors--Competitive Acquisition

MAY 2001

SECTION L Instructions, Conditions and Notices to Bidders**L.1 Submission of Proposals****L.1.1 Proposals shall consist of the following:****L.1.1.1** One signed and completed copy of Standard Form 33 and attached continuation sheets**L.1.1.2** Original and three (3) copies of Volume I**L.1.1.3** Original and three (3) copies of Volume II**L.1.1.4** Forward Proposals to:**L.1.1.4.1 Mailing Address:** U.S. Army Robert Morris Acquisition Center, APG Contracting Division, Edgewood Branch, ATTN: AMSSB-ACC-ED (Charles A. Comaty), Bldg E-4455, 5183 Blackhawk Road, Aberdeen Proving Ground, MD 21010-5424**L.1.1.4.2 Federal Express Address:** U.S. Army Robert Morris Acquisition Center, APG Contracting Division, Edgewood Branch, ATTN: AMSSB-ACC-ED (Charles A. Comaty), Bldg E-4455, Aberdeen Proving Ground, MD 21010-5424**L.2 Preparation Instructions for Written Proposal****L.2.1 Format****L.2.1.1** The offeror's written proposal shall be submitted in two separate volumes as listed below:

Volume I	Contents
Capabilities Statement	Capabilities Statement can be a firm or company brochure or any other written material that demonstrates that your firm is capable of providing the range of patent services called out in the Statement of Work. Your capabilities statement shall be no more than 20 pages.
Patents	Submit five recent patents for which your firm has prepared the patent application and prosecuted to issue. At least one patent shall be electrical, at least one patent shall be chemical, and at least one patent shall be mechanical, biotechnology or computer process, as you determine appropriate, based on your firm's experience. The patents should be representative of the quality of product you intend to prepare for us. You should indicate the approximate number of hours spent preparing each application and in prosecuting the application to issue, and the labor rate category of the individuals who prepared and prosecuted each case.
Relevant Resumes	Submit up to ten resumes of individuals you reasonably expect will perform patent services work under the contract. Indicate if the individual's services will be

	limited to a particular category or categories of services, and, if applicable, the labor rate category for the individual's services: e.g., partner, senior associate, associate, patent agent. Each resume shall be no longer than two pages.
Professional References	Submit a listing of recent, relevant professional references (Government, corporate, or individual client) that we may contact. These references shall include an organization/company name and address, brief description of services performed, dollar value of services performed, point of contact, and telephone number. Your listing shall include at least three references, but no more than ten references. This information will be used to evaluate Past Performance (see Section M.4.3)
Volume II	Contents
Cost Proposal	<p>* Time & Materials – Provide a listing of fully burdened hourly rates to include wages, overhead, general and administrative (G&A) expenses (clerical and administrative personnel costs and shipping/mailing costs must be included in overhead or G&A expenses) , and profit. Propose hourly rates for the three year base period, as well as for each option year. Indicate whether the hourly rates apply for each category of services: Search Services; Domestic Patent Prosecution; Foreign Patent Prosecution; Interference Services; and Licensing Consultation.</p> <p>* Cost Estimate – Provide a cost proposal for the hypothetical patent effort Task Order described in paragraph L.6. This cost proposal shall include the total estimated cost for the effort, labor hours proposed for each category of labor, labor rates, and any other costs anticipated.</p>
Business Information	Complete the Representations, Certifications, and Other Statements of Offerors as requested in Section K of the Solicitation.

L.2.2 All information the offeror wishes to have considered must be submitted with the initial proposal and shall be confined to the appropriate volume.

L.2.3 It is suggested that secure binders, such as locking ring binders, be used to assemble the separate volumes for ease of evaluation. Indexes to the proposal and cross-references between the proposal and the solicitation are useful for ensuring that all pertinent sections of the proposal are fully understood. The use of tabs to easily locate sections of the proposal also facilitates thorough evaluation.

L.3. Preparation Instructions for Oral Proposal

L.3.1 Within two weeks of receiving your written proposal, if you are determined to be within the competitive range, you will be contacted to set up a meeting about your proposal. This meeting will be considered part of your proposal; however, you will not be given an opportunity to correct or improve the written portion of your proposal.

L.3.2 The oral presentation shall include the following:

- Your firm's patent services capabilities
- Your firm's approach for staffing work orders
- Your firm's approach to foreign patent prosecution
- Your firm's approach for working with the Government legal representatives
- Your firm's approach for working with inventors

- Your firm's approach for meeting any unexpected "surge" requirements we may have
- Other information you deem relevant to our evaluation

L.3.3 The oral presentation will be 90 minutes and will be located at a destination to be determined by the Government.

L.4 Clauses Incorporated by Reference

.52.215-1 Alt I INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITIONS (FEB 2000)

L.5. Clauses Incorporated by Full Text

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity task order contract. Task orders will be written on a Time and Materials basis.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(A) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer, addressed as follows, by obtaining written and dated acknowledgment of receipt from:

U. S. Army Robert Morris Acquisition Center,
APG Contracting Division, Edgewood Branch
ATTN: AMSSB-ACC-ED (Charles A. Comaty)
5183 Blackhawk Road Bldg E-4455
Aberdeen Proving Ground, MD 21010-5424

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.arnet.gov/far>

L.6. Hypothetical Patent Effort Task Order

The Task Order (TO) is for the preparation of a domestic patent application for an invention disclosure from a single inventor that runs 3 single spaced typewritten pages interspersed with 2 tables and 4 color drawings for an invention in the electrical arts. The disclosure refers to points of novelty accurately and adequately depicted by the color drawings; however, there are no reference numbers, and the drawings are almost obscured by the legends and formulas affixed thereto. You determine that the disclosure is of moderate complexity, and that it will support 3 independent claims and a total of 20 claims that will afford broad coverage and a varying degree of specificity supported by structure described in the disclosure and appearing on the drawings. The disclosure cites two U.S.

Patents by two different non-governmental inventors that are attached and show related work but do not disclose the points of novelty indicated in the disclosure. Additional information from AMC Command Counsel (AMCCC) indicates that the inventor has knowledge of both non-governmental inventors, and from discussions at a recent IEEE conference, the inventor believes that neither non-governmental inventor is thinking along the lines disclosed in this disclosure. The disclosure has not been submitted to any professional journals for publication, and the inventor has only discussed his improvements with his supervisor. An electronic search has shown no patents that reference either of the enclosed patents. AMCCC has estimated that less than 20 hours will be required for the preparation of an application; however, there appears to be several minor points that will require minimal clarification from the inventor.

L.7. Questions Concerning the Solicitation

If an Offeror has any questions concerning this solicitation, it is recommended that they be submitted in writing to the Contracting Officer no later than **(10)** calendar days prior to the closing date of the solicitation. Questions received after that time may not receive a response.

SECTION M Evaluation Factors for Award**SECTION M EVALUATION FACTORS FOR AWARD****M.1 EVALUATION OF PROPOSALS****M.1.1 General**

Careful, full, and impartial consideration will be given to all proposals furnished under this Solicitation, and the evaluation will be applied to each proposal in a similar manner. Evaluation areas used in this solicitation are introduced in Section M.4.

M.1.2 Evaluation of Proposals

An evaluation plan has been established to evaluate each of the areas. In accordance with the approved evaluation plan, a team of Government personnel will evaluate all proposals received.

M.1.3 Competitive Range

We will determine a Competitive Range based on our evaluation of your proposal. The competitive range shall be determined on the basis of the evaluation of the factors in paragraph M.4. The competitive range will include all proposals that have a reasonable chance of being selected for award.

M.1.4 Discussions

The Government will conduct "Discussions," as defined in the Federal Acquisition Regulation (FAR 15.306(d)). We expect you to give us your best offer in your initial proposal, since in doing otherwise, you risk not being included in the competitive range.

M.2 CONTRACT AWARD**M.2.1 Number of Awards**

The Government anticipates awarding three contracts; however, we reserve the right to award fewer than three contracts or more than three contracts as we determine reasonable in our sole discretion.

M.3 BASIS FOR AWARD

Award will be made to the three responsible offerors whose proposals are responsive to the solicitation requirements and represents the best value to the Government. We will base our award decision on our evaluation on your written proposal as supplemented by your oral proposal to us, and any information we find when we check professional references. The Award decision will be based on evaluation of the areas set forth in paragraph M.4 of this solicitation. Evaluation areas are of equal weight. Technical Capabilities and Past Performance areas combined are more important than the Cost area.

M.4 Evaluation Areas

Evaluation of proposals will be based on the following three areas:

1. Technical Capabilities

2. Past Performance
3. Cost

M.4.2. Technical Capabilities

The Government will evaluate your ability to perform the entire range of patent related services in the Statement of Work (SOW). This area will also evaluate the quality and professional level of preparation of the sample patents submitted based upon representations of time, effort, and experience of the preparer. This area will evaluate the quality of the knowledge, skills, and experience of individuals expected to perform patent related services under the contract and your ability to staff task order performance, and to meet unexpected “surge” requirements. Your approach for working with Government legal representatives and inventors will also be evaluated. The Technical Capabilities area will receive an adjectival rating as set forth below:

Excellent – Proposal demonstrates an excellent understanding of the requirements. Comprehensive and complete in all details. Exceptional strengths identified that will significantly benefit the Government. No significant weaknesses identified. Proposal represents a low risk of failure.

Good - Proposal demonstrates a good understanding of the requirements. Strengths are identified that will benefit the Government. Weaknesses may exist but they are readily correctable or capable of being resolved without substantial impact on cost or schedule. Proposal represents a moderately low risk of failure.

Satisfactory – Proposal demonstrates an acceptable understanding of the requirements. Few or no strengths identified. Weaknesses may exist but they are readily correctable or capable of being resolved without substantial impact on cost or schedule. Proposal represents a moderate risk of failure.

Marginal – Proposal demonstrates a shallow understanding of the requirements. The proposal requires major revisions in several critical factors. Proposal represents a high risk of failure.

Unacceptable – Lack of understanding or omission of key Government requirements. A major proposal revision would be needed to make the proposal acceptable. Proposal represents a very high risk of failure.

M.4.3 Past Performance

The Government will evaluate the extent to which you have met cost, schedule, performance, quality, and customer satisfaction requirements for previous customers and clients. We will evaluate this by contacting any professional references you provide us. We may also contact any secondary or additional references we already know of or we learn about independently. Past Performance will be evaluated to assess performance risk as follows:

Low Performance Risk – Offeror’s past performance record provides little doubt that the offeror will successfully perform the required effort.

Moderate Performance Risk – Offeror’s past performance record provides some doubt that the offeror will successfully perform the required effort.

High Performance Risk – Offeror’s past performance record provides substantial doubt that the offeror will successfully perform the required effort.

Unknown Performance Risk – Offeror has no relevant performance record. A thorough search was unable to identify any past performance information. Offerors with no relevant past performance history will not be evaluated favorably or unfavorably on past performance. Instead, an offeror will receive an “Unknown” performance risk rating.

M.4.4 Cost

This area will be evaluated for reasonableness, realism, and affordability. The proposed cost of the hypothetical patent effort task order, described in paragraph L.6, and the proposed rates for the three year base period and both of the option years will be used by the Government to project a total cost for the contract. We will perform a cost realism analysis to assess the degree to which the proposed labor category mix is realistic for the effort to be performed.